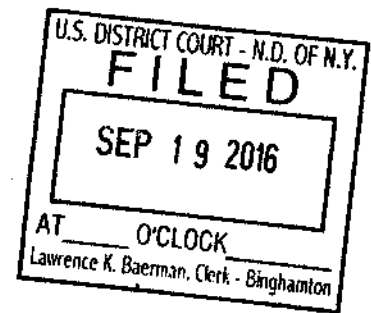


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK



GREGORY CHARLES ZEH,

Plaintiff,

v.

Civil Action No. 8:15-CV-00527
(TJM/CFH)

UNITED STATES OF AMERICA,

Defendant.

**Stipulation For Compromise Settlement and Release of
Federal Tort Claims Act Claims Pursuant to 28 U.S.C. § 2677**

It is hereby stipulated by and between the undersigned plaintiff, and the defendant United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. This Stipulation For Compromise Settlement And Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

3. The United States of America, defendant, agrees to pay to the plaintiff, Gregory Charles Zeh, the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or his heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

4. Plaintiff and his heirs, executors, administrators, or assigns, hereby agree to accept the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which he may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff and his heirs, executors, administrators or assigns further agree to indemnify and hold harmless the United States of America, its agents, servants and employees from any and all such causes of action, claims, liens, rights or subrogated or contribution interest incident to or resulting from further litigation or the prosecution of claims by the plaintiff or his heirs, executors, administrators or assigns against any third-party or against the United States, including claims for wrongful death.

5. It is also agreed, by and among the parties, that the settlement sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) represents the entire amount of the compromise settlement to be paid by the United States, and that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered shall not exceed 25 per centum of the settlement amount.

7. Payment of the settlement amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) will be made by check drawn on the U.S. Postal Service and payable to Gregory Charles Zeh and Sugarman Law Firm, LLP.

8. In consideration of the payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) as set forth above, plaintiff agrees that he will execute and file, with the Court, such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.

9. The parties agree that this Stipulation For Compromise Settlement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. By their signatures hereon, plaintiff, and counsel for plaintiff, certify that Gregory Charles Zeh is not an infant or incompetent for whom a guardian has been appointed.

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 2 day of SEPTEMBER 2016.



Gregory Charles Zeh, Plaintiff

Executed this ____ day of _____, 2016.

Sam A. Elbadawi, Esq.
Sugarman Law Firm LLP - Syracuse Office
211 West Jefferson Street
Syracuse, NY 13202
Attorney for Plaintiff
Bar Roll No. 501411

Executed this ____ day of _____, 2016

RICHARD S. HARTUNIAN
United States Attorney, N.D.N.Y.
100 South Clinton Street
Syracuse, New York 13261-7198

William F. Larkin
Assistant U.S. Attorney
Attorney for Defendant
Bar Roll No. 102013

SO ORDERED:

Hon. Thomas J. McAvoy
Senior U.S. District Judge

Dated: _____, 2016.
Binghamton, New York

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this ____ day of _____, 2016.

Executed this 28th day of September, 2016.

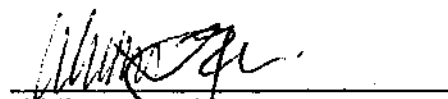
Gregory Charles Zeh, Plaintiff



Sam A. Elbadawi, Esq.
Sugarman Law Firm LLP - Syracuse Office
211 West Jefferson Street
Syracuse, NY 13202
Attorney for Plaintiff
Bar Roll No. 501411

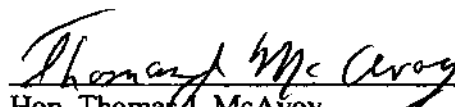
Executed this 13 day of September, 2016

RICHARD S. HARTUNIAN
United States Attorney, N.D.N.Y.
100 South Clinton Street
Syracuse, New York 13261-7198



William F. Larkin
Assistant U.S. Attorney
Attorney for Defendant
Bar Roll No. 102013

SO ORDERED:



Hon. Thomas J. McAvoy
Senior U.S. District Judge

Dated: September 19, 2016.
Binghamton, New York